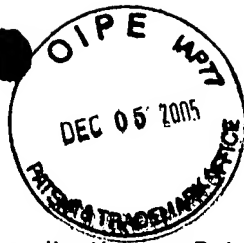


December 5, 2005



DAC  
#14  
CC

Re: UNAVOIDABLE, reapplication on Patents No. 5,893, 087; 5,850,522; 5,790, 848

Attention: John J. Gillon Jr., Senior Attorney  
Office of Petitions  
United States Patent and Trademark Office  
PO Box, 1450  
Alexandria, VA 22313-1450

Overnight to  
600 Dulany Street  
Alexandria, VA  
22314  
541 272 3226

Dear Mr. Gillon:

I am in receipt of your letters dated:

November 4, 2005 for Patent No. 5,893, 087 (issued April 6, 1999),  
September 29, 2005 for Patent No. 5,850,522 (issued December 15, 1998)  
November 4, 2005 for Patent No. 5,790, 848 issued August 4, 1998

I thank you for your feedback to me on the specifics that you require in our telephone conversation and I understand that all applications for unavoidable reinstatement must demonstrate in great detail the circumstances that made this situation unavoidable to the satisfaction of your very detailed review. Thank you very much for your time and your attention to this matter.

**I. Payment of Fees and Withdrawal of request for Privacy**

I enclose the form PTO-2038 Credit Card Payment Form for the \$400 re-petitioning fees for each of these patents, totaling \$1200.

I also enclose the form PTO/SB/22 with payment for petition for extension of time under 37 CFR 1.136(a), with payment of the two months extension from November 29 until January 29, totaling \$225, the small entity fee, for the delay in response to your letter regarding Patent No. 5,850,522. The delay is caused by my being traveling out of the country and not receiving your letter until the due date and needing some time to put the information together in response to the detailed requests.

As the information supporting the re-petition for each of these three patents which have unavoidably lapsed is substantially the same for all three, I am sending this as a combined letter.

Further, as you clearly stated, I waive the request previously made to keep my personal health matters confidential and understand that the details of this application may become a matter of public record. I have enclosed the dates of my medical condition, diagnosis, and dates of surgeries. I also enclose the names and telephone numbers of my physicians and the hospitals, should you wish to call to verify any of this information. If you need me to submit medical records, then please call me to let me know on 626 675 8541.

RECEIVED  
OIPE/IAP

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FC:1599

1200.00 OP

JAN 06 2006

## **II. I am empowered to act for these patents**

First I would like to address the matter that I am the appropriate person to have power of attorney over these patents at this time. The Chain of title from the inventor(s) of the patent application to the current assignee was filed with the USPTO (attachment A) and is as shown below:

From **Dex Information Systems, Inc.** (Inventors: Scott Wlaschin, Robert M. Gordon, Louise J. Wannier, Clay Gordon) to **ENFISH, Inc.** Reel/Frame: 010795/0227 recorded: 05/05/2000

ENFISH, INC. was merged into the new, **ENFISH Corporation November, 2001** (see attached Merger filing with California Secretary of State attached as **Document C**).

From Enfish Corporation to LJM Software, Inc. on **June 4, 2004; Recorded with the USPTO on September 21, 2005** (see attached filing copy attached as **Document A**).

LJM Software has its principal business at 1446 Rose Villa Street, Pasadena, CA 91106. I, Louise J. Wannier, am the Incorporator and President of LJM Software. A copy of the Articles of Incorporation for LJM Software (both the initial filing on April 24, 2005 and the amended filing on May 18, 2004 with name change from LJM Enfish to LJM Software are attached as **Document B**).

The patent office has processed one of the transfers recognizing me as Power of Attorney on application number 09/128,922 (patent 6,182,121 issued 1/30/2001) as evidenced by Document D, attached. I am also enclosing (as Document E), Form 37 CFR 3.73(b) to demonstrate the chain of title/assignments that demonstrate that I, as the Incorporator of LJM Software, am the appropriate person to request this reinstatement and that LJM Software holds the title to these patents.

## **III. Calendar of dates for the three patents**

Here is the detailed timeline with respect to the timeline for the patent fees:

Your letter dated:	PATENT	ISSUED	Maintenance Fee period open	(EXPIRED)	(DEADLINE UNINTENTIONAL)
November 4, 2005	5,893, 087	April 6, 1999	April 6, 2002	April 6, 2003	April 6, 2005
September 29, 2005	5,850,522	December 15, 1998	December 15, 2001	December 14, 2002	January 15, 2004
November 4, 2005	5,790, 848	August 4, 1998	August 4, 2001	August 5, 2002	August 4, 2004

**IV. Calendar of Events (explained in detail with supporting exhibits below):**

Company timing	Louise Wannier illness	
Enfish financially insolvent; operating at a loss from inception and financing ends		August, 2002 (attached as Financial documents A)
Enfish lays off staff and continues operations with limited personnel to attempt to find further financing		December, 2002
	Diagnosed with invasive breast cancer	May, 2003
	Surgeries, Huntington Hospital, Pasadena	(third week) May, 2003, (first week) June 2003
	Chemotherapy, Dr. Polonsky, City of Hope Cancer Group	August, 2003 to January, 2004
Enfish offices close; CFO and other voluntary personnel leave		October, 2003
	Surgeries, Dr. Sasaki, Arcadia Methodist Hospital	January, 2004, February, 2004,
LJM Software forecloses on secured debt and acquires Enfish assets		June 4, 2004
	Surgeries, Dr. Sasaki, Arcadia Methodist Hospital	August 2004,
Enfish files Chapter 7 bankruptcy		Completion October 20, 2004 (attached as Financial documents B)
	Surgeries, Dr. Sasaki, Arcadia Methodist Hospital	December, 2004, February, 2005
Meeting with Kevin Spivak, MoFo; given erroneous date for unintentional filing (attachment document F)		March 15, 2005
LJM Software retains new patent counsel following refusal of MoFo to represent LJM Software		April 11, 2005
LJM Software gains access to books and records of the former Enfish corporation		September 7, 2005

**V. The Maintenance Fees were properly calendared until the company no longer received notices from the patent attorneys and the company subsequently entered bankruptcy**

The Company and I, as an individual, always intended to maintain the patents. During the time that I was operating Enfish, I instructed our CFO, Mark Bucklin to do so. Our patent attorneys were Morrison and Foerster, MoFo. Enfish owed them for prior patent work and was unable to pay the \$50,000 owed to them commencing early in 2002. Due to the limited funds the company was forced to only fund partial payment of salaries due, and limited operating expenses. The company informed its creditors of the situation and asked them to hold while it attempted to find a new source of financing. As a result, MoFo discontinued doing any further work for Enfish and the company no longer received notices from MoFo by mid-2002. If the company had known that maintenance payments were due subsequent to this time, the company would have included these payments in the priority amounts that it made during the workout and transition to bankruptcy.

Further, No notices from the patent office reached our CFO or myself after the closing of the offices and during the foreclosure by LJM Software and the completion of the bankruptcy period. If I, as incorporator and responsibly party for LJM Software had known of the unintentional reinstatement period and the nonpayment of the maintenance fees, they would have been paid.

**There are two circumstances and timelines that made it unavoidable to request reinstatement of these patents at an earlier date:**

1) the inability of Enfish Corporation to make the necessary payments due to being insolvent and entering the state of bankruptcy; and the transfer of title to LJM Software and the non-receipt of notices by LJM Software from the patent office; and

2) the inability of me to handle the matter personally due to my illness and subsequent treatments.

**1) the inability of Enfish Corporation to make the necessary payments due to being insolvent and entering the state of bankruptcy ; and the transfer of title to LJM Software and the non-receipt of notices by LJM Software from the patent office and the inability of LJM Software to complete the unavoidable applications until it had the books and records of the corporation that were being held pending resolution with moving company.**

The payment of the maintenance fee was properly calendared by the Enfish CFO and by our patent attorney of record, Morrison and Forster, until the time that the patent agent no longer represented the company due to the company's account being in arrears and the company being unable to pay the amounts.

Enfish Corporation became was financially insolvent in 2002, during which time the maintenance payments on these three patents came due and the unintentional expiration period began.

Enfish was unable to pay the full payroll and normal expenses of conducting its business when its financing ran out in August, 2002. This is evidenced by the liabilities in excess of \$7 million and the negative cash position on the financial statements for the period, September, 2002. This is further confirmed by the subsequent statements for the twelve-months period ending, December, 2002 (year-end). For the time period from August, 2002 until the business closed its offices in

October, 2003, the company attempted to raise additional financing, but was forced to move to a workout status from December, 2002 forward. From December 2002, Enfish was forced to lay off staff, while still attempting to collect on outstanding receivables. During this time, the company was unable to fully fund payroll, or rent or any of the normal business operations. **As such, the payments for the patents were unavoidably not able to be paid** as there were legally the requirements to cover/fund payroll and normal operations before any other expenses.

No payments could be made by Enfish Corporation from October, 2003 until the subsequent Bankruptcy filing in 2004 with completion by the trustee on October 20, 2004, as evidenced by the filing from the US Bankruptcy Court, Central District of California, Los Angeles Division (attached as Financial Documents B). At that time Enfish Corporation had no assets (LJM Software, the secured debt holders, had foreclosed on the assets of Enfish Corporation on June 4, 2004) (see filing Attachment A).

The secured debt at the time that financing ran out was \$2.9 million. The accounts payable at the time of bankruptcy was in excess of \$2 million. The total debt at the time of the bankruptcy was in excess of \$7.7 million. See attached financial statements/balance sheets for September, 2002 and December, 2002 and the final statement of August, 2003. Personnel moved to workout status in December, 2002 and personnel were reduced to the minimum required while attempting to find a solution to the financing of the company. No personnel were paid after June, 2003. The offices were closed in October, 2003. The web site was maintained by volunteers contributing their time while I could recuperate and have a chance to complete the bankruptcy and then commence looking at future possibilities including potential licensing of the patents.

**Due to the nonpayment of fees, the patent attorneys for the company, Morrison and Forster, stopped mailing notices to the company and the company did not receive the patent renewal requests during this time period from June, 2003 forward. Furthermore, LJM Software did not receive any notices from the patent office during this time. All mail that may have been sent to Enfish Corporation after October, 2003 was returned to sender due to the closing of the offices and subsequent bankruptcy.**

LJM Software was formed in June, 2004, but could not make any payments on the patents until the filings had been completed and the bankruptcy closed which did not occur until AFTER the deadlines for the Unintentional application had closed. **The bankruptcy completion of October 20, 2004 is subsequent to the deadline for two of the Unintentional applications of August 4, 2004, and January 15, 2004, respectively.**

The remaining patent unintentional application for the single patent that had a deadline in 2005 was not filed due to the delay in my ability to meet and follow up with the patents due to the recuperation from my illness and subsequent surgeries as explained in point 2) below.

2) the inability of me to handle the matter personally and the delay in doing so as a result of my illness and subsequent treatments.

I, Louise Wannier, was ill and largely concerned with recovering my health during the time that the unintentional period was running. In May, 2003 diagnosed with invasive breast cancer. This was my second time to have breast cancer and it was not only an invasive diagnosis, but the specific tumor was rated as aggressive and I had to enter aggressive treatment as follows. During this time, I was completely unaware that the patent payments had lapsed because I received no mailings from the patent offices, the Enfish attorneys ceased correspondence due to their being owed money by the company and it was not until subsequent to the completion of the main part of the treatments and the completion of the Enfish bankruptcy that I reviewed the patents and discovered that they were in arrears. Due to the additional treatments and operations during this time period, it has taken time to recover the records of Enfish corporation, and make these applications and we beg your understanding and attention to those details.

Here is the timing of my treatment commencing with two operations (surgeries) in May, 2003 and June 2003. The recovery period from these operations was approximately six weeks, and then I commenced Chemotherapy from August 2003 for six months using dose dense intensive treatment of eight cycles. Completed January 2004. Further treatment/reconstruction surgery and subsequent recuperation from Chemotherapy extended with six surgeries from January 2004, February 2004, August, 2004, December 2004, February, 2005, and most recent surgery in October, 2005. Medical records may be requested in detail to support as needed.

LJM Software acquired the patent rights in June, 2004, but due to my recuperation and treatment, it was unavoidable that I could complete all of the necessary work to meet with patent agents and determine the status of the patents in a timely fashion.

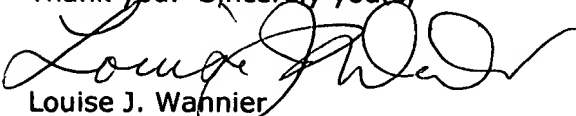
Specifically, the first attempt, following the six week recuperation from my February, 2005 surgery, was the first meeting with Kevin Spivak on Tuesday March 15<sup>th</sup>, 2005 in the Virginia offices of Morrison and Foerster (MoFo), former patent counsel for Enfish Corporation. At this meeting, I received a document **(document F attached)** in which it stated that if we applied to the patent office prior to May 7, 2005, that the patent 5,893,087 could be revived (please note the "YES" in the last column and the date May 7, 2003, incorrectly listed as the abandoned Date). This information later was incorrect, and was further complicated by my reliance on their information. During this time we were waiting for MoFo to decide whether they would accept the new corporation, LJM Software as a client and represent these patent assets. After repeated follow-up calls following the March 15<sup>th</sup> meeting, on April 11<sup>th</sup>, 2005 I finally received a letter **(Document H attached)** from MoFo that they declined to accept LJM Software as a client, outlining that Enfish Technology, Inc. had an outstanding, uncollected balance of approximately \$50,000 dollars in fees and services and therefore we needed to find new patent attorneys.

As quickly as I could, on April 19<sup>th</sup>, I retained the firm of Khorsandi Patent Law Group on behalf of LJM Software, Inc. to represent these patents **(Document G attached)** and on that date, **at the April 19<sup>th</sup> meeting, Ms. Khorsandi informed me that the information I had understood was incorrect and that in the course of this past month, the critical deadline for petition for reinstatement under the unintentional status had passed.** This was a mistake that was unintentional

and the deadline had at that point unavoidably passed; and having past the deadline, I then had to undergo more surgery and so waited until I had the strength and focus to be able to apply for all of the unavoidable at the same time. In order to make this application it was going to be necessary to obtain the books and records of the company which were being held by the moving company, American Relocation, who had also not been paid and was threatening public sale of the items held in their storage facility. Until I visited the storage facility in June, 2005 and was able to settle the situation, so that LJM Software could gain access to the books and records of Enfish Corporation, I was unable to complete this more detailed application with all of these attachments. The situation with American Relocation was resolved on September 7, 2005 at which time LJM Software finally had access to the former books and records of Enfish Corporation as they were at the time they were put into storage in October, 2003. **This date is subsequent to the expiry of the unintentional application period and as such, the delay is unavoidable.**

I sincerely urge you to consider that the circumstances here are unusual and unavoidable and outside the normal course of conducting business. Please let me know if you have any questions. My phone number is (626) 675 8541.

Thank you. Sincerely yours,



Louise J. Wannier  
Incorporator,  
LJM Software, Inc.  
1446 Rose Villa street  
Pasadena, CA 91106

Enclosed documents are:

1) Documents showing ownership:

- Document A showing Enfish Corporation to LJM Software
- Document B showing Louise J. Wannier as Incorporator of LJM Software at 1446 Rose Villa street, Pasadena, CA 91106
- Document C showing ENFISH, Inc. merged into ENFISH Corporation on November, 2001.
- Document D showing acceptance of power of Attorney in the first patent to be processed by the USPTO for application number 09/128,922 (patent 6,182,121 issued 1/30/2001)
- Document E: Statement under 37 CFR 3.73(b) to demonstrate the chain of title/assignments that demonstrate that I, as the Incorporator of LJM Software, am the appropriate person to request this reinstatement and that LJM Software holds the title to these patents.

2) Form PTO 2038 , payment by Credit Card; Form PTO/SB/22 for extension

3) Documents showing bankruptcy and inability for Enfish Corporation to pay:

- Financial statements/balance sheets for Enfish Corporation for September, 2002, December, 2002 and the final internally prepared statement of August, 2003. (attached as Financial Documents A)

- US Bankruptcy Court Chapter 7 filing (attached as Financial Document B)
- 4) Documents supporting efforts by LJM Software to reinstate patents
- Document F: MoFo statement of dates for patents containing an erroneous expiration date for patent 5,893,087
  - Document G: retainer of Khorsandi Patent Law Group by LJM Software
  - Document H: Letter from MoFo declining to accept LJM Software as client
- 5) Copies of previous petitions for each of three patents and your responses for your reference.





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United States Patent and Trademark Office  
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JGJr.: 10-05

Paper No. 13

IRELL & MANELLA  
1800 AVENUE OF THE STARS  
SUITE 900  
LOS ANGELES CA 90067

**COPY MAILED**

NOV 04 2005

**OFFICE OF PETITIONS**

In re Patent No. 5,893,087  
Issued: 6 April, 1999  
Application No. 08/633,842  
Filed: 10 April, 1996  
Attorney Docket No.: P01003US

:  
:  
: DECISION ON PETITION  
:  
:

This is a decision on the petition filed on 22 August, 2005, under 37 C.F.R. §1.378(b) to accept as unavoidably delayed the maintenance fee for Patent No. 5,893,087 (the '087 patent).

**PLEASE NOTE:**

There is no indication of record that Petitioner herein ever was empowered in the instant matter. If Petitioner desires to receive future correspondence regarding this matter, the appropriate power of attorney documentation must be submitted. A courtesy copy of this decision will be mailed to Petitioner. However, all future correspondence will be directed to the address of record until such time as appropriate instructions are received to the contrary.

Petitioner must submit a fully executed certificate under 37 C.F.R. 3.73(b) (copy enclosed) evidencing Petitioner's rights to/in the instant matter.

The petition is **DISMISSED**.

**NOTES:** If reconsideration of this decision is desired, a petition for reconsideration under 37 C.F.R. §1.378(e) must be filed within TWO (2) MONTHS from

the mail date of this decision. See: 37 C.F.R. §1.136(a) or (b) regarding extension(s) of time.

Any such petition for reconsideration must be accompanied by the petition fee as set forth in 37 C.F.R. §1.17(h).

The petition for reconsideration should include an exhaustive attempt to provide the items noted below as lacking.

Thereafter, there will be no further reconsideration or review of the matter undertaken by the Commissioner.

### I. BACKGROUND

This patent, which was filed originally on 10 April, 1996, as Application No. 08/633,842, issued on 6 April, 1999, as Patent No. 5,893,087 (the '087 patent). Payment of the first maintenance fee was not timely made. And the twenty-four month period following expiration has elapsed. Therefore, Petitioner's only remedy is a petition under 37 C.F.R. §1.378(b).

#### Payment Windows

As to the first maintenance fee:

- the first window—for payment of the maintenance fee alone—opened on 6 April (effectively, Monday, 8 April), 2002, and closed after midnight Monday, 7 October, 2002;
- the second window—for payment of the maintenance fee and small surcharge—opened on Tuesday, 8 October, 2002, and closed after midnight Monday, 7 April, 2003;
- the third window—for payment of the maintenance fee and the surcharge in connection with an allegation of unintentional delay—opened on Tuesday, 8 April, 2003, and closed after midnight 6 April, 2005;
- the fourth window—for payment of the maintenance fee and the surcharge in connection with an allegation of unavoidable delay—also opened on Tuesday, 8 April, 2003.

Summary of Argument

NOTE: Petitioner requests: "PLEASE KEEP THIS STATEMENT PRIVATE."

However, as Petitioner is well aware, upon issue patent application files are public record, and are therefore open to the public and may be available via the Internet.

Reference is made to the illness of Petitioner and to a bankruptcy event. However, while the medical details are not necessarily pertinent, the exact time periods are required, as are details that indicate how these events involving Petitioner, who was not the inventor and does not appear to have been an assignee, nonetheless triggered the non-payment of the maintenance fee herein

**In this regard, Petitioner is reminded again that patent application files, should they proceed to issue, become public record, and Petitioner may wish to redact private health information, financial accounts information and the like before submission and may wish to substitute such redacted materials with the evidentiary focus as the dates of event for documents submitted and otherwise seek expungement of such private data from Petitioner's application(s).**

The sum and substance of the argument presented is that financial collapse of the businesses and Petitioner's subsequent diagnosis with and chemotherapy treatment for cancer prevented the maintenance fee from being paid when due.

Petitioner needs to present a calendar of events commencing on the date when the window opened for payment (April 2002) and through the filing of the instant petition detailing events (with documentation supporting the allegations and calendar) which so resulted in the non-payment of the maintenance fee when due.

Thus, the record is silent and needs to be completed with regard to narrative of events including but not limited to:

- the calendar of events;
- evidence that payment of the maintenance fee was properly calendared;
- identification of an statements from the parties responsible for calendaring and paying the

maintenance fees; and

- documents evidencing the adverse financial and health conditions Petitioner alleges resulted in the non-payment of the maintenance fees.

## II. STATUTES, REGULATIONS, ANALYSIS

Congress has provided in statute as follows:

### **35 U.S.C. 41 Patent fees; patent and trademark search systems.**

(a) GENERAL FEES. — The Director shall charge the following fees:

\* \* \*

(b) MAINTENANCE FEES. — The Director shall charge the following fees for maintaining in force all patents based on applications filed on or after December 12, 1980:

- (1) 3 years and 6 months after grant, \$\*\*\*.
- (2) 7 years and 6 months after grant, \$\*,\*\*\*.
- (3) 11 years and 6 months after grant, \$\*,\*\*\*.

Unless payment of the applicable maintenance fee is received in the United States Patent and Trademark Office on or before the date the fee is due or within a grace period of 6 months thereafter, the patent will expire as of the end of such grace period. The Director may require the payment of a surcharge as a condition of accepting within such 6-month grace period the payment of an applicable maintenance fee.

\* \* \*

The regulations at 37 C.F.R. §1.362 provide in pertinent part:

### **§ 1.362 Time for payment of maintenance fees.**

(a) Maintenance fees as set forth in §§ 1.20(e) through (g) are required to be paid in all patents based on applications filed on or after December 12, 1980, except as noted in paragraph (b) of this section, to maintain a patent in force beyond 4, 8 and 12 years after the date of grant.

\* \* \*

(d) Maintenance fees may be paid in patents without surcharge during the periods extending respectively from:

- (1) 3 years through 3 years and 6 months after grant for the first maintenance fee,
- (2) 7 years through 7 years and 6 months after grant for the second

maintenance fee, and

(3) 11 years through 11 years and 6 months after grant for the third maintenance fee.

(e) Maintenance fees may be paid with the surcharge set forth in § 1.20(h) during the respective grace periods after:

(1) 3 years and 6 months and through the day of the 4th anniversary of the grant for the first maintenance fee.

(2) 7 years and 6 months and through the day of the 8th anniversary of the grant for the second maintenance fee, and

(3) 11 years and 6 months and through the day of the 12th anniversary of the grant for the third maintenance fee.

(f) If the last day for paying a maintenance fee without surcharge set forth in paragraph (d) of this section, or the last day for paying a maintenance fee with surcharge set forth in paragraph (e) of this section, falls on a Saturday, Sunday, or a federal holiday within the District of Columbia, the maintenance fee and any necessary surcharge may be paid under paragraph (d) or paragraph (e) respectively on the next succeeding day which is not a Saturday, Sunday, or Federal holiday.

(g) Unless the maintenance fee and any applicable surcharge is paid within the time periods set forth in paragraphs (d), (e) or (f) of this section, the patent will expire as of the end of the grace period set forth in paragraph (e) of this section. A patent which expires for the failure to pay the maintenance fee will expire at the end of the same date (anniversary date) the patent was granted in the 4th, 8th, or 12th year after grant.

(h) The periods specified in §§1.362(d) and (e) with respect to a reissue application, including a continuing reissue application thereof, are counted from the date of grant of the original non-reissue application on which the reissued patent is based. (Emphasis supplied.)

\* \* \*

The regulations at 37 C.F.R. §1.378 provide in pertinent part:

**§ 1.378 Acceptance of delayed payment of maintenance fee in expired patent to reinstate patent.**

(a) The Commissioner may accept the payment of any maintenance fee due on a patent after expiration of the patent if, upon petition, the delay in payment of the maintenance fee is shown to the satisfaction of the Commissioner to have been unavoidable (paragraph (b) of this section) or unintentional (paragraph (c) of this section) and if the surcharge required by § 1.20(I) is paid as a condition of accepting payment of the maintenance fee. If the Commissioner accepts payment of the maintenance fee upon petition, the patent shall be considered as not having expired, but will be subject to the conditions set forth in 35 U.S.C. 41(c)(2).

(b) Any petition to accept an unavoidably delayed payment of a maintenance fee filed under paragraph (a) of this section must include:

- (1) The required maintenance fee set forth in § 1.20 (e) through (g);
- (2) The surcharge set forth in § 1.20(I)(1); and
- (3) A showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

\* \* \*

(d) Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest. (e) Reconsideration of a decision refusing to accept a maintenance fee upon petition filed pursuant to paragraph (a) of this section may be obtained by filing a petition for reconsideration within two months of, or such other time as set in, the decision refusing to accept the delayed payment of the maintenance fee. Any such petition for reconsideration must be accompanied by the petition fee set forth in § 1.17(h). After decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Commissioner. If the delayed payment of the maintenance fee is not accepted, the maintenance fee and the surcharge set forth in § 1.20(I) will be refunded following the decision on the petition for reconsideration, or after the expiration of the time for filing such a petition for reconsideration, if none is filed. Any petition fee under this section will not be refunded unless the refusal to accept and record the maintenance fee is determined to result from an error by the Patent and Trademark Office.

The commentary at MPEP §2506 states in pertinent part:

**2506 Times for Submitting Maintenance Fee Payments [R-2]**

Maintenance fees cannot be paid in advance since 35 U.S.C. §41(f) permits maintenance fees to be adjusted every year on October 1 to reflect any fluctuations during the previous 12 months in the Consumer Price Index as determined by the Secretary of Labor.

37 C.F.R. §1.362(d) sets forth the time periods when the maintenance fees for a utility patent can be paid without surcharge. Those periods, referred to generally

as the "window period," are the 6-month periods preceding each due date. The "due dates" are defined in 35 U.S.C. §41(b). The window periods are (1) 3 years to 3 ½ years after the date of issue for the first maintenance fee payment, (2) 7 years to 7 ½ years after the date of issue for the second maintenance fee payment, and (3) 11 years to ½ years after the date of issue for the third and final maintenance fee payment. A maintenance fee paid on the last day of a window period can be paid without surcharge. The last day of a window period is the same day of the month the patent was granted 3 years and 6 months, 7 years and 6 months, or 11 years and 6 months after grant of the patent.

37 C.F.R. §1.362(e) sets forth the time periods when the maintenance fees for a utility patent can be paid with surcharge. Those periods, referred to generally as the "grace period," are the 6-month periods immediately following each due date. The grace periods are (1) 3 ½ years and through the day of the 4th anniversary of the grant of the patent, (2) 7 ½ years and through the day of the 8th anniversary of the grant of the patent and, (3) 11 ½ years and through the day of the 12th anniversary of the grant of the patent. A maintenance fee may be paid with the surcharge on the same date (anniversary date) the patent was granted in the 4th, 8th, or 12th year after grant to prevent the patent from expiring.

The commentary at MPEP §2590 states in pertinent part:

**2590 Acceptance of Delayed Payment of Maintenance Fee in Expired Patent to Reinstate Patent [R-2] - 2500 Maintenance Fees**

\* \* \*

**UNAVOIDABLE DELAY**

\* \* \*

The required showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly. Furthermore, an adequate showing requires a statement by all persons with direct knowledge of the cause of the delay, setting forth the facts as they know them. Copies of all documentary evidence referred to in a statement should be furnished as exhibits to the statement.

\* \* \*

Thus, evidence that despite reasonable care on behalf of the patentee and/or the patentee's agents, and reasonable steps to ensure timely payment, the maintenance fee was unavoidably not paid, could be submitted in support of an argument that the delay in payment was unavoidable. For example, an error in a docketing system could possibly result in a finding that a delay in payment was unavoidable

if it were shown that reasonable care was exercised in designing and operating the system and that the patentee took reasonable steps to ensure that the patent was entered into the system to ensure timely payment of the maintenance fees.  
(Emphasis supplied.)

\* \* \*

No documents and/or statements have been made of record as to the party responsible—Petitioner states that it was the patent holder—for payment of the maintenance fee.

#### Payment Windows

As to whether Petitioner or party with demonstrable responsibility therefor had in place a system to ensure payment of the first maintenance fee when due for the instant patent:

- within the first window—for payment of the maintenance fee alone—opened on Monday, 8 April, 2002, and closed after midnight Monday, 7 October, 2002, as of this writing Petitioner's showing is insufficient;
- within the second window—for payment of the maintenance fee and small surcharge—opened on Tuesday, 8 October, 2002, and closed after midnight Monday, 7 April, 2003, as of this writing Petitioner's showing is insufficient;
- at the opening within the third window—for payment of the maintenance fee and the surcharge in connection with an allegation of unintentional delay—opened on Tuesday, 8 April, 2003, and closed after midnight 6 April, 2005, as of this writing Petitioner's showing is insufficient;
- at the opening of the fourth window—for payment of the maintenance fee and the surcharge in connection with an allegation of unavoidable delay—also opened on Tuesday, 8 April, 2003, in order to satisfy the burden of proof herein, Petitioner would have had to make an adequate showing in one or more of the three periods above, and, as of this writing Petitioner's showing is insufficient.



### Direct Evidence

Petitioner must "provide any *direct evidence* proving exactly"<sup>1</sup> what records and systems were in place to satisfy the showing required under 37 C.F.R. §1.378(b). As the court found in Krahn:

The Commissioner did not abuse his discretion in ruling that this evidence was insufficient to prove an unavoidable delay \* \* \*. The \* \* \* procedure[s] set out in the PTO regulations were specifically designed to provide patent applicants with a clear procedure to protect themselves from exactly the situation which has arisen in this case. Plaintiff failed to follow these procedures. The Commissioner properly ruled that the alternative means employed by the plaintiff were inadequate \* \* \*. Plaintiff still failed to provide any direct evidence proving exactly [his allegations]. The procedures set out in the PTO's regulations are designed to provide the type of direct evidence needed \* \* \*. Had plaintiff's counsel followed these procedures, as a 'prudent and careful man' would have done in conducting 'his most important business,' then he would have been able to produce sufficient evidence to support a showing of unavoidable delay." (Emphasis supplied.)<sup>2</sup>

### Duty of Candor

Petitioners always are reminded of the burden of those registered to practice *and* all others who make representations before the Office, *inter alia*, to inquire into the underlying facts of representations made to the Office.<sup>3</sup>

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<sup>1</sup> See: Krahn v. Commissioner, 15 USPQ2d 1823 (E.D. Va. 1990).

<sup>2</sup> Krahn, at 1825.

<sup>3</sup> See supplement of 17 June, 1999. The Patent and Trademark Office is relying on petitioner's duty of candor and good faith and accepting a statement made by Petitioner. See Changes to Patent Practice and Procedure, 62 Fed. Reg. at 53160 and 53178, 1203 Off. Gaz. Pat. Office at 88 and 103 (responses to comments 64 and 109)(applicant obligated under 37 C.F.R. §10.18 to inquire into the underlying facts and circumstances when providing statements to the Patent and Trademark Office).

The regulations at 37 C.F.R. §10.18 provide:

**§ 10.18 Signature and certificate for correspondence filed in the Patent and Trademark Office.**

(a) For all documents filed in the Office in patent, trademark, and other non-patent matters, except for correspondence that is required to be signed by the applicant or party, each piece of correspondence filed by a practitioner in the Patent and Trademark Office must bear a signature by such practitioner complying with the provisions of §1.4(d), §1.4(e), or § 2.193(c)(1) of this chapter.

(b) By presenting to the Office (whether by signing, filing, submitting, or later advocating) any paper, the party presenting such paper, whether a practitioner or non-practitioner, is certifying that—

(1) All statements made therein of the party's own knowledge are true, all statements made therein on information and belief are believed to be true, and all statements made therein are made with the knowledge that whoever, in any matter within the jurisdiction of the Patent and Trademark Office, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any

### III. CONCLUSION

Petitioner's factual showing (narrative (with statements/declarations by persons with first-hand knowledge of events and transactions) and documentary) is, as of this writing, insufficient.

Accordingly, as of this writing, Petitioner has failed to make the showing necessary under the regulation, and the petition under 37 C.F.R. §1.378(b) hereby is **dismissed**.

In any future filing, this showing should include, but is not limited to, docket records, tickler reports, and file jacket entries for this application, and documents regarding the alleged cause of the delay and copies of any documents referred to in Petitioner's statement as to the cause of the unavoidable delay are required. All the causes which contributed to the failure to timely pay the maintenance fee must be presented and supported with appropriate evidence.<sup>4</sup> (In general, a Petitioner should identify the party(ies) responsible for making the payment: A showing must be made (with supporting documents) outlining the efforts made to ensure timely payment of the maintenance fee--including scheduling and calendaring information, appointment of an individual with the authority and responsibility to pay the fee, and detailing of the causes for a failure in that process.)

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false, fictitious or fraudulent statement or entry, shall be subject to the penalties set forth under 18 U.S.C. 1001, and that violations of this paragraph may jeopardize the validity of the application or document, or the validity or enforceability of any patent, trademark registration, or certificate resulting therefrom; and

(2) To the best of the party's knowledge, information and belief, formed after an inquiry reasonable under the circumstances, that —

(i) The paper is not being presented for any improper purpose, such as to harass someone or to cause unnecessary delay or needless increase in the cost of prosecution before the Office;

(ii) The claims and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(iii) The allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(iv) The denials of factual contentions are warranted on the evidence, or if specifically so identified, are reasonably based on a lack of information or belief.

(c) Violations of paragraph (b)(1) of this section by a practitioner or non-practitioner may jeopardize the validity of the application or document, or the validity or enforceability of any patent, trademark registration, or certificate resulting therefrom. Violations of any of paragraphs (b)(2)(i) through (iv) of this section are, after notice and reasonable opportunity to respond, subject to such sanctions as deemed appropriate by the Commissioner, or the Commissioner's designee, which may include, but are not limited to, any combination of —

(1) Holding certain facts to have been established;

(2) Returning papers;

(3) Precluding a party from filing a paper, or presenting or contesting an issue;

(4) Imposing a monetary sanction;

(5) Requiring a terminal disclaimer for the period of the delay; or

(6) Terminating the proceedings in the Patent and Trademark Office.

(d) Any practitioner violating the provisions of this section may also be subject to disciplinary action. See § 10.23(c)(15).

[Added 50 FR 5175, Feb. 6, 1985, effective Mar. 8, 1985; para. (a) revised, 58 FR 54494, Oct. 22, 1993, effective Nov. 22, 1993; paras. (a) & (b) revised, paras. (c) & (d) added, 62 FR 53131, Oct. 10, 1997, effective Dec. 1, 1997; para. (a) revised, 69 FR 56481, Sept. 21, 2004, effective Oct. 21, 2004]

<sup>4</sup> The showing must also enumerate the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly. The showing can be verified by using the attached petition form which includes a declaration according to 37 C.F.R. §1.68. Statements from all persons who contributed to the delay are also required.

Further correspondence with respect to this matter should be addressed as follows:<sup>5</sup>

By mail: Commissioner for Patents<sup>6</sup>  
P.O. Box 1450  
Alexandria, VA 22313-1450

By FAX: IFW Formal Filings  
(571) 273-8300  
ATTN.: Office of Petitions

By hand: Mail Stop: Petition  
Customer Service Window  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

Telephone inquiries regarding this decision should be directed to the undersigned at (571) 272-3214.



John J. Gillon, Jr.  
Senior Attorney  
Office of Petitions

cc:  
LOUISE J. WANNIER  
1446 ROSE VILLA STREET  
PASADENA, CA 91106

Encl: Statement under 37 C.F.R. §3.73(b)

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<sup>5</sup> On July 15, 2005, the Central Facsimile (FAX) Number changed from (703) 872-9306 to (571) 273-8300. Faxes sent to the old number were routed to the new number only until September 15, 2005. After September 15, 2005, the old number is no longer in service and (571) 273-8300 will be the only facsimile number recognized for centralized delivery. (For further information, see: <http://www.uspto.gov/web/offices/pac/dapp/opla/preognotice/cfax062005.pdf>.)

<sup>6</sup> To determine the appropriate addresses for other subject-specific correspondence, refer to the USPTO Web site at [www.uspto.gov](http://www.uspto.gov).

Enfish Corporation  
Balance Sheet  
September 30, 2002

Financial  
Documents A  
1/5

Assets

Current Assets:

Cash	(\$13,216)
Accounts Receivable, net	223,396
Prepaid Expenses	100,000
Other Current Assets	44

Total Current Assets	310,224
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Fixed Assets and Intangibles:

Computers & Equipment	544,849
Software	1,221,665
Leashold Improvements	188,816
Less: Accumulated Depreciation	(1,955,330)

Other Assets:

Deposits - Long-term	292,082
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Total Other Assets	292,082
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Total Assets	\$602,306
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Liabilities and Equity

Current Liabilities:

Accounts Payable, Trade	\$2,122,310
Accrued Liabilities	505,333
Capital Leases Payable	37,936
Notes Payable - Other	175,617

Total Current Liabilities	2,665,579
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Long Term Liabilities:

Notes Payable - Secured	2,903,895
Enfish Corporation Convertible Bridge Notes (1)	2,000,000

Total Long Term Liabilities	4,903,895
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Total Liabilities	7,745,091
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Stockholders' Equity:

Common Stock	58,353,083
Series A Preferred Stock - New Round	2,108,176
Additional Paid-In Capital	1,086,730
Retained Earnings (Accumulated Deficit)	(68,690,774)

Total Stockholders' Equity	(7,142,785)
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Total Liabilities and Equity	\$602,306
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(1) Converts at December 31, 2002

2/5

**Enfish Corporation**  
**Statement of Operations**  
**For the Nine Months Ending September 30, 2002**

	September	YTD
Revenue		
License fees	\$10,840	\$317,211
Professional Services	161,500	278,383
Maintenance and Support	0	82,885
Total Revenue	172,340	678,479
Cost of Sales		
Professional Services	10,787	33,386
Total Cost of Sales	10,787	33,386
Gross Margin	161,553	645,093
Operating Expenses		
Sales & Marketing:		
Salaries & Related Personnel Expenses	38,438	742,791
Sales & Marketing	2,590	130,520
Travel & Entertainment	7,432	58,463
Training & Education	0	260
Other	0	1,144
Total Enterprise	48,460	933,178
Product:		
Salaries & Related Personnel Expenses	79,171	1,684,674
Sales & Marketing	0	2,675
Travel & Entertainment	0	27,068
Training & Education	0	3,918
Other	0	7,355
Total Product	79,171	1,725,690
Customer Satisfaction:		
Salaries & Related Personnel Expenses	3,765	86,417
Travel & Entertainment	0	366
Web Service Fees	0	16,750
Other	0	27
Total Customer Satisfaction	3,765	103,560
Operations:		
Salaries & Related Personnel Expenses	18,104	226,050
Travel & Entertainment	0	1,043
Internet Connections & Communications	18,577	119,424
Other	27	5,899
Total Operations	36,708	352,416
Corporate:		
Salaries & Related Personnel Expenses	35,999	512,975
Sales & Marketing	100	7,777
Travel & Entertainment	0	36,248
Rent & Facilities	43,731	579,172
Insurance	4,104	92,259
Office & Computer Supplies	0	3,054
Outside/Professional Services	726	111,141
Repairs and Maintenance	0	2,408
Depreciation and Amortization	0	438,821
Other	1,939	35,478
Total Corporate	86,599	1,819,333
Total Operating Expenses	254,703	4,934,177
Operating Profit (Loss)	(93,150)	(4,289,084)
Other Income (Expense)		
Interest Income (Expense), net	(545)	(31,571)
Other Income (Expense), net	0	43,394
Loss on Asset Disposal	0	(342,542)
Total Other Income (Expense)	(545)	(330,719)
Profit (Loss) Before Income Tax	(93,695)	(4,619,803)
Income Tax	0	3,032
Net Profit (Loss)	(93,695)	(\$4,622,835)
	=====	=====

Enfish Corporation  
Balance sheet  
31-Dec-02

Assets

Current Assets:

Cash	\$12,323
Accounts Receivable, net	184,466
Prepaid Expenses	100,000
Other Current Assets	44

Total Current Assets	296,833
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Fixed Assets and Intangibles:

Computers & Equipment	544,849
Software	1,221,665
Leashold Improvements	188,816
Less: Accumulated Depreciation	(1,955,330)

Other Assets:

Deposits - Long-term	292,082
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Total Other Assets	292,082
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Total Assets	\$588,915
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Liabilities and Equity

Current Liabilities:

Accounts Payable, Trade	\$2,414,566
Accrued Liabilities	505,333
Capital Leases Payable	49,881
Notes Payable - Other	129,481

Total Current Liabilities	3,099,261
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Long Term Liabilities:

Notes Payable - Secured	2,903,895
Enfish Corporation Convertible Bridge Notes (1)	2,000,000

Total Long Term Liabilities	4,903,895
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Total Liabilities	8,003,156
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Stockholders' Equity:

Common Stock	58,353,422
Series A Preferred Stock	2,108,176
Additional Paid-In Capital	1,086,730
Retained Earnings (Accumulated Deficit)	(68,962,569)

Total Stockholders' Equity	(7,414,241)
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Total Liabilities and Equity	\$588,915
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415

Enfish Corporation  
Statement of Operations  
For the Twelve Months Ending December 31, 2002

	December	YTD
Revenue		
License fees	\$9,702	\$357,150
Professional Services	0	285,383
Maintenance and Support	15,470	99,355
Total Revenue	25,172	741,888
Cost of Sales		
Professional Services	0	33,386
Total Cost of Sales	0	33,386
Gross Margin	25,172	708,502
Operating Expenses		
Sales & Marketing:		
Salaries & Related Personnel Expenses	66,618	893,448
Sales & Marketing	750	136,870
Travel & Entertainment	0	60,687
Training & Education	0	260
Other	0	1,751
Total Enterprise	67,368	1,092,996
Product:		
Salaries & Related Personnel Expenses	72,443	1,901,271
Sales & Marketing	0	2,675
Travel & Entertainment	0	27,068
Training & Education	0	3,918
Other	(6,656)	10,699
Total Product	65,787	1,945,631
Customer Satisfaction:		
Salaries & Related Personnel Expenses	3,975	97,855
Travel & Entertainment	0	366
Web Service Fees	0	19,000
Other	0	27
Total Customer Satisfaction	3,975	117,248
Operations:		
Salaries & Related Personnel Expenses	3,870	236,709
Travel & Entertainment	0	1,043
Internet Connections & Communications	(4,323)	130,218
Other	379	6,360
Total Operations	(74)	374,330
Corporate:		
Salaries & Related Personnel Expenses	40,495	633,073
Sales & Marketing	0	8,756
Travel & Entertainment	1,540	38,676
Rent & Facilities	68,594	776,344
Insurance	3,309	107,303
Office & Computer Supplies	0	3,054
Outside/Professional Services	4,777	129,440
Repairs and Maintenance	0	2,408
Depreciation and Amortization	0	438,820
Other	1,838	45,263
Total Corporate	120,553	2,183,137
Total Operating Expenses	257,609	5,713,342
Operating Profit (Loss)	(232,437)	(5,004,840)
Other Income (Expense)		
Interest Income (Expense), net	(218,391)	(250,834)
Other Income (Expense), net	0	50,294
Loss on Asset Disposal	0	(342,542)
Total Other Income (Expense)	(218,391)	(543,082)
Profit (Loss) Before Income Tax	(450,828)	(5,547,922)
Income Tax	0	3,032
Net Profit (Loss)	(\$450,828)	(\$5,550,954)

Enfish Corporation  
Balance sheet  
August 31, 2003

Assets

Current Assets:

Cash	\$4,505
Accounts Receivable, net	96,988
Prepaid Expenses	100,000

Total Current Assets	201,493
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Fixed Assets and Intangibles:

Computers & Equipment	38,670
Software	16,973
Less: Accumulated Depreciation	(55,643)

Other Assets:

Deposits - Long-term	118,733
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Total Other Assets	118,733
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Total Assets	\$320,226
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Liabilities and Equity

Current Liabilities:

Accounts Payable, Trade	\$2,071,081
Accrued Liabilities	723,837
Capital Leases Payable	2,704
Notes Payable - Other	244,820

Total Current Liabilities	2,797,622
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Long Term Liabilities:

Notes Payable - Secured	2,903,895
Enfish Corporation Convertible Bridge Notes (1)	2,000,000

Total Long Term Liabilities	4,903,895
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Total Liabilities	7,701,517
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Stockholders' Equity:

Common Stock	58,353,422
Series A Preferred Stock	2,108,176
Additional Paid-In Capital	1,086,730
Retained Earnings (Accumulated Deficit)	(68,929,619)

Total Stockholders' Equity	(7,381,291)
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Total Liabilities and Equity	\$320,226
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Form B1 (Official Form) - (Rev. 12/03)

2003 USBC, Central District of California

<b>United States Bankruptcy Court</b> <b>Central District of California</b> <b>Los Angeles Division</b>		<b>Voluntary Petition</b>																
<b>Name of Debtor (if individual, enter Last, First, Middle):</b> <b>Enfish Corporation</b>	<b>Name of Joint Debtor (Spouse)(Last, First, Middle):</b>																	
<b>All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):</b>	<b>All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):</b>																	
<b>Last four digits of Soc. Sec. No. / Complete EIN or other Tax I.D. No. (if more than one, state all):</b> <b>95-4871222</b>	<b>Last four digits of Soc. Sec. No. / Complete EIN or other Tax I.D. No. (if more than one, state all):</b>																	
<b>Street Address of Debtor (No. &amp; Street, City, State &amp; Zip Code):</b> <b>1446 Rose Villa</b> <b>Pasadena, CA 91106</b>	<b>Street Address of Joint Debtor (No. &amp; Street, City, State &amp; Zip Code):</b>																	
<b>County of Residence or of the Principal Place of Business:</b> <b>Los Angeles</b>	<b>County of Residence or of the Principal Place of Business:</b>																	
<b>Mailing Address of Debtor (if different from street address):</b>	<b>Mailing Address of Joint Debtor (if different from street address):</b>																	
<b>Location of Principal Assets of Business Debtor (if different from street address above):</b> <b>1446 Rose Villa</b> <b>Pasadena, CA 91106</b>																		
<b>Information Regarding the Debtor (Check the Applicable Boxes)</b>																		
<b>Venue (Check any applicable box)</b> <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> This petition is being filed by a corporation or partnership under chapter 11 and the debtor acknowledges that a Venue Disclosure Form is required to be filed by General Order 97-02.																		
<b>Type of Debtor (Check all boxes that apply)</b> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other <input type="checkbox"/> Clearing Bank	<b>Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)</b> <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																	
<b>Nature of Debts (Check one box)</b> <input type="checkbox"/> Consumer/Non-Business <input checked="" type="checkbox"/> Business	<b>Filing Fee (Check one box)</b> <input checked="" type="checkbox"/> Full Filing Fee Attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.																	
<b>Chapter 11 Small Business (Check all boxes that apply)</b> <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(c) (Optional)																		
<b>Statistical/Administrative Information (Estimates only)</b> <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.																		
<b>Estimated Number of Creditors</b> <table style="width: 100%; text-align: center;"> <tr> <td>1-15</td> <td>16-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1000-over</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			1-15	16-49	50-99	100-199	200-999	1000-over	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
1-15	16-49	50-99	100-199	200-999	1000-over													
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>													
<b>Estimated Assets</b> <table style="width: 100%; text-align: center;"> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100 million to \$1 billion</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100 million to \$1 billion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100 million to \$1 billion											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
<b>Estimated Debts</b> <table style="width: 100%; text-align: center;"> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100 million to \$1 billion</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100 million to \$1 billion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100 million to \$1 billion											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											

09/15/2004 \*\*FILED\*\* 14:02  
**LA04-29874SB**

DEBTOR:  
 ENFISH CORPORATION  
 JUDGE: HON. S. Bufford - 359  
 TRUSTEE: BT31 CH: 07 (COMPLETE)  
 341A MTG: 10/20/2004 11:00 F08  
 ADR: 725 S. Figueroa St., #101 L.A.

CLERK, U.S. BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIF. ID: 747  
 RECEIPT NO: LA-029366 \$ 209.00

Doc. (A)

## FEDERAL RESEARCH

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Suite 920  
Washington, DC 20005  
202-783-2700  
202-783-0145 fax  
www.federalresearch.com

### INTELLECTUAL PROPERTY FILING

JURISDICTION: U.S. Patent Office

DATE RECORDED: 9/21/2005

FILING TYPE: Sale

PARTIES: ENFISH CORPORATION  
LJM SOFTWARE, INC.

PATENT NUMBERS: 4342247 and 6 others

FILING FEE: \$280.00

REEL/FRAME: 16567/193

DATE: 9/21/2005

CLIENT: Ms. Robin Dunn

ORGANIZATION: Levy Small & Lallas

ORDER NUMBER: 18033509

Preparing Researcher: Penelope J. A. Agodoa

Any questions regarding this filing should be directed to Federal Research Company at 202.783.2700.

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# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

09/21/2005  
 500051304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Sale

## CONVEYING PARTY DATA

<b>Name</b>	<b>Execution Date</b>
Enfish Corporation	06/04/2004

## RECEIVING PARTY DATA

<b>Name:</b>	LJM Software, Inc.
<b>Street Address:</b>	1446 Rose Villa Street
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91106

## PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	05729730
Application Number:	05893087
Application Number:	06182121
Application Number:	06183775
Application Number:	06151604
Application Number:	05790848
Application Number:	05850522

## CORRESPONDENCE DATA

**Fax Number:** (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 202-783-2700  
**Email:** pagodoa@federalresearch.com  
**Correspondent Name:** CBCInnovis dba Federal Research  
**Address Line 1:** 1030 Fifteenth Street, NW, Ste 920  
**Address Line 2:** attn: Penelope J.A. Agodoa  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

CH \$280.00 05729730

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 15

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RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ENFISH CORPORATION  
135 N. ROBLES AVENUE  
PASADENA, CA 91101-4500

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other SALE

Execution Date: 06/04/04

2. Name and address of receiving party(ies)

Name: LJM SOFTWARE, INC.

Internal Address: 1446 ROSE VILLA STREET  
PASADENA, CA 91106

Street Address: 1446 ROSE VILLA STREET

City: PASADENA State: CA Zip: 91106

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Patent No.(s) SEE ATTACHED LIST

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CORPORATION

Internal Address: \_\_\_\_\_  
ATTN: PENELOPE AGODOA

Street Address: 1030 15TH STREET, NW  
SUITE 920

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

JANINE COHEN

Name of Person Signing

Janine Cohen  
Signature

SEPTEMBER 19, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 15

RECORDATION FORM COVER SHEET

PATENTS ONLY

**4B Patent No. (s)**

1. 05/729730
2. 05/893087
3. 06/182121
4. 06/163775
5. 06/151604
6. 05/790848
7. 05/850522

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**Public Foreclosure Sale of Assets of**  
***Enfish Corporation***

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1. Notification of Disposition of Collateral (Uniform Commercial Code Section 9613), given by LJM Software, Inc., successor in interest to Louise Wannier, Chicago Private Investments, Inc., and Drax Holdings, L.P. ("Secured Party") to Enfish Corporation ("Debtor") and declaration of mailing thereof dated May 21, 2004.
2. Affidavit of Publication with respect to publication of Notice of Public Foreclosure Sale in the Los Angeles Times on May 28, 2004.
3. Bid Procedures and Terms of Sale distributed at public foreclosure sale held at 815 Moraga Drive, Los Angeles, California on June 4, 2004 at 11:00 a.m. (the "Sale").
4. Bill of Sale executed by Secured Party in favor of LJM Software, Inc.
5. Acknowledgment of Receipt of Notification of Disposition of Collateral (Uniform Commercial Code Section 9613) executed by Enfish Corporation.

**NOTIFICATION OF DISPOSITION OF COLLATERAL**  
(Uniform Commercial Code Section 9613)

To: Enfish Corporation  
135 N. Robles Avenue  
Pasadena, California 91101-4500

From: LJM Software, Inc., successor in interest to Louise  
Wannier, Chicago Private Investments, Inc., and Drax  
Holdings, L.P. ("Secured Party")  
c/o Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, California 90049  
Attn: Steven G. Small, Esq.

Name of Debtor: Enfish Corporation ("Debtor")

Notice is hereby given that Secured Party will sell the following collateral ("Collateral"):

all assets of the Debtor, including, without limitation, all accounts receivable and general intangibles (including, without limitation, trade names, trademarks, patents, copyrights, deposits, deposit accounts, software code, website and related internet technologies, customer lists, transferable licenses, marketing materials, databases and payment intangibles), computer and other equipment, inventory and all other assets.

to the highest qualified bidder in public as follows:

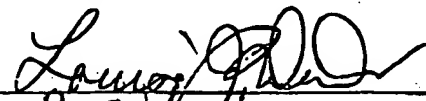
Day and Date: Friday, June 4, 2004  
Time: 11:00 A.M.  
Place: Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, California 90049

If you intend to bid at the disposition, please request a copy of the bidding procedures by faxing your request to Ms. Wendy Huey, Levy, Small & Lallas (fax 310-471-7990; tel 310-471-3000). The Debtor is entitled to an accounting of the unpaid indebtedness secured by the property that Secured Party intends to dispose of for a charge of \$25.00. Debtor may request an accounting by contacting Ms. Wendy Huey at the above number.

Date: May 18, 2004

Secured Party:

LJM Software, Inc.,

By   
Title President



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 815 Moraga Drive, Los Angeles, California 90049.

On May 21, 2004, I served the foregoing document described as **NOTIFICATION OF DISPOSITION OF COLLATERAL (Uniform Commercial Code Section 9613)** on the interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

Enfish Corporation  
135 N. Robles Avenue  
Pasadena, California 91101-4500

☒ By First Class Mail

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed May 21, 2004, at Los Angeles, California.

Wendy Ballot Huey  
WENDY BALLOT HUEY

Levy, Small & Lallas  
815 Moraga Drive

Los Angeles, CA 90049

# Affidavit of Publication

—of—

Classified Advertising

State of California, }  
County of Los Angeles } ss.

Yamileth Varas \_\_\_\_\_ of said  
County and State being duly sworn, says:

That he is and at all times herein mentioned was a  
citizen of the United States, over 21 years of age, and not  
a party to nor interested in the above entitled matter; that  
he is a principal clerk of the printers and publishers of the  
**LOS ANGELES TIMES** a newspaper printed and  
published daily in the said Los Angeles County; that the

## Legal Notice

in the above entitled matter of which the annexed is a  
printed copy, was published in said newspaper

**LOS ANGELES TIMES**

202 West First ST. Los Angeles, CA. 90012

on the following days, to-wit:

May 28, 2004

*Y. Varas*

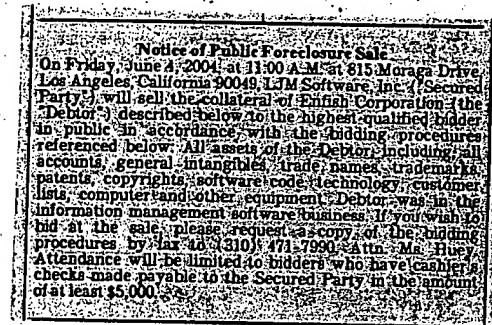
Subscribed and sworn to before

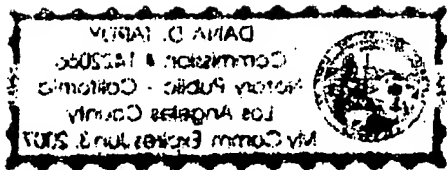
me, this 22<sup>nd</sup> day of

June 2004

*[Signature]*

Notary Public in and for the County of Los Angeles, State of California





**Los Angeles Times  
Communications LLC**

Publishers of  
Los Angeles Times

**Affidavit of Publication of**

**PUBLIC FORECLOSURE SALE OF ASSETS OF**

**ENFISH CORPORATION**

**BID PROCEDURES AND TERMS OF SALE**

**THE SALE OF THE COLLATERAL WILL BE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, QUALITY, MERCHANTABILITY, NONINTERFERENCE, NON-INFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO ANY OF THE COLLATERAL.**

**ALL SALES FINAL**

These procedures and terms relate to the public foreclosure sale being conducted by LJM Software, Inc. ("Secured Party") of the assets ("Collateral") of Enfish Corporation (the "Debtor"). This document is being provided by Secured Party to prospective bidders and other persons who have expressed an interest in purchasing some or all of the Collateral.

Although best efforts have been used to accurately describe the Collateral in the Notice of Sale, no representations or warranties are made as to the accuracy or completeness of the description or as to whether all of the items described will actually be offered for sale.

The sale of the Collateral will be made without recourse, covenants, warranty or representation, expressed or implied, to satisfy, in part, the current indebtedness and obligations of Debtor to Secured Party which are secured by the Collateral. The sale will be conducted pursuant to the Uniform Commercial Code and other applicable laws.

The following rules and procedures (the "Rules") will govern the bidding process and the sale:

1. All prospective bidders (other than Secured Party) must appear in person at the time of the sale and must exhibit qualification to bid consisting of cashier's checks made payable to Secured Party in the amount of at least \$5,000.
2. Bids may not be made by any person acting as an agent for another unless its principal or principals are disclosed to Secured Party in writing prior to the sale.
3. Secured Party reserves the right in its sole discretion to sell the Collateral in bulk, in designated lots, or by individual items or rights, and to add to or delete specific lots or individual items or rights. Secured Party reserves the right to require bidding to be in minimum increments of \$5,000 (provided that, with respect to any credit bid by Secured Party, such credit

bid may, but need not, be in the approximate amount of indebtedness owed by Debtor rather than exceeding the next highest bid by the full \$5,000 increment).

4. Only cash bids (other than credit bids by Secured Party) that are for all of the Collateral (or, if not for all of the Collateral, that identify the specific items and rights comprising the Collateral sought to be purchased) and that specify the amount of the cash bid will be considered. Secured Party reserves the right to require bids to be in writing. Any bid which contains provisions which trigger an automatic increase in the consideration offered depending upon the consideration offered by others will be declared void and will receive no consideration. Bids must be unconditional and the cash purchase price of accepted bids must be paid as provided herein.

5. Secured Party reserves the right to divide the Collateral into designated lots for bidding or to require that bids be for all of the Collateral. Secured Party reserves the right to enter a credit bid at any time during the bidding process for all and/or any portion of the Collateral. Secured Party also reserves the right to adjourn the sale, at any time and from time to time, after receiving bids from the floor to consider those bids, or otherwise, and, following any such adjournment and consideration, to credit-bid for all and/or any portion of the Collateral. Secured Party also reserves the right, following any such adjournment and consideration, to reopen the floor to higher or better bids. Please be advised that any bid made is irrevocable and cannot be withdrawn. Bids made will be canceled only by a higher or better bid made and accepted (subject to payment as provided herein).

6. Bids for less than all of the Collateral in a designated lot may be rejected in favor of bids for all of the Collateral in a designated lot or bids for all of the Collateral, and bids for less than all of Debtor's right, title and interest in and to a particular item or license of intellectual property may be rejected in favor of bids for all of Debtor's right, title and interest in and to that particular item or license of intellectual property or for all of Collateral in a designated lot or for all of the Collateral.

7. If competing offers for different items or rights comprising the Collateral are submitted, Secured Party may adjourn the sale to determine which offer(s) will be accepted. Secured Party will have no obligation to accept any bid, whether or not such bid represents the highest proposed purchase price. Secured Party expressly reserves the right in its own absolute discretion to evaluate the terms and conditions of any bid and to reject any or all bids without assigning any reasons, and its decision in this regard will be final.

8. Secured Party also reserves the right to discuss with any potential bidder or purchaser, at any time during and after the adjournment, the terms of any bid submitted by such party for the purpose of clarifying the terms of such bid in any respect. Therefore, each bidder at the sale should indicate to Secured Party where Secured Party may reach such bidder by telephone or fax or e-mail during any adjournment of the sale and in order to notify such bidder of the time that the sale will reconvene following such adjournment.

9. The indebtedness of Debtor to Secured Party consists of the sum of principal of approximately \$3,136,192, plus interest, plus additional fees, costs and other charges due, owing and unpaid under the loan documents. Secured Party reserves the right to credit bid at the sale.

10. Secured Party reserves the right to postpone and renounce the time and date of the sale or to adjourn the sale at any time, without further notice other than oral announcement at the sale.

11. Bids accepted by Secured Party shall be deemed accepted conditioned upon payment as provided herein. Each bidder whose bid has been so conditionally accepted will be required to make a non-refundable deposit in cash, certified or cashier's check, acceptable to Secured Party, of not less than 25% of the purchase price at the sale, and will be required to make payment in full of the balance of the purchase price, in cash, certified or cashier's check, or by wire transfer to Secured Party (via wire instructions to be provided by Secured Party) within one business day after conditional award of bid. Any such checks are to be made payable to Secured Party. Secured Party reserves the right to require those wishing to attend the sale to display to Secured Party, prior to the sale, evidence that such person is a bidder and has in its possession cash or one or more certified or cashier's checks in the amount of at least \$5,000.

12. In the event that the bidder whose bid has been conditionally accepted fails to pay either the requisite deposit or the whole of the purchase price within the time set forth above by Secured Party and/or fails to timely comply with any of the conditions or terms of the sale, then: (a) such defaulting bidder's conditionally accepted bid shall be deemed in default and Secured Party may retain and/or recover the deposit specified above as liquidated damages; (b) items covered by such defaulting bidder's bid that are not paid for can be resold at public or private sale without further notice and any deficiency resulting from such resale shall be paid to Secured Party by the defaulting bidder, together with all charges, fees and expenses incurred by such resale and enforcement of the obligation hereunder; and (c) the next highest or next best bid (if any) received by Secured Party in accordance with the Rules may, in Secured Party's sole and absolute discretion, be rejected or deemed accepted conditioned upon payment as provided herein.

13. It is the sole responsibility of the purchaser to acquire possession of all tangible personal property Collateral directly from Debtor and to secure all safety equipment to meet all applicable government safety standards in using or removing items purchased. Secured Party shall have no liability to the purchaser due to non-delivery of any item of tangible personal property Collateral for any reason.

14. Items must be removed from the premises of Debtor within the removal time announced at the sale, unless other arrangements are made with Secured Party. No item can, on any account, be removed before termination of the sale. Removal shall be at the sole expense, risk and liability of the purchaser. Secured Party shall not be responsible for items not removed within the time allowed.

15. As a condition of sale, the purchaser does hereby indemnify and hold harmless Secured Party from any and all damages, claims or liabilities from injuries to persons or property of any type whatsoever caused or allowed by purchaser or its agents during the sale or by the removal of items purchased.

16. The purchaser shall be responsible for all applicable sales, use, or other taxes and all applicable transfer or assignment fees arising from the disposition by Secured Party of the Collateral purchased by such purchaser and, as a condition of sale, the purchaser does hereby

indemnify and hold harmless Secured Party from any and all damages, claims or liabilities arising from such taxes and/or fees.

17. Secured Party reserves the right to postpone and renote the time and date of the sale or to adjourn the sale at any time.

**Secured Party reserves the right to amend, modify or further clarify these Rules at any time with or without notice thereof to potential bidders.**

**BILL OF SALE**

In consideration for the credit bid of \$800,000, the undersigned hereby sells, assigns and transfers to the following person ("Buyer"):

**LJM SOFTWARE, INC.**

all of the following assets (the "Assets") of Enfish Corporation (the "Debtor"), in accordance with Section 9613 of the Uniform Commercial Code:

all assets of the Debtor, including, without limitation, all accounts receivable and general intangibles (including, without limitation, trade names, trademarks, patents, copyrights, deposits, deposit accounts, software code, website and related internet technologies, customer lists, transferable licenses, marketing materials, databases and payment intangibles), computer and other equipment, inventory and all other assets.

The undersigned certifies that the Buyer was the successful bidder at the Public Foreclosure Sale of the Assets held on June 4, 2004.

**THE SALE OF THE ASSETS IS "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, QUALITY, MERCHANTABILITY, NON-INTERFERENCE, NON-INFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO ANY OF THE ASSETS.**

**THIS SALE IS FURTHER SUBJECT TO** the attached Bid Procedures and Terms of Sale.

**LJM SOFTWARE, INC.**

By *Louise J. Wannier*  
Name *LOUISE J. Wannier*  
Title *President & Chairman*



DOC (C)

## State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 19 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 20 2001

*Bill Jones*

Secretary of State

State of Delaware  
Office of the Secretary of State

PAGE ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

DEC 12 2001

BILL JONES, Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ENFISH, INC.", A CALIFORNIA CORPORATION,

"KNOWLEDGETRACK CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "DELAWARE MERGER ENFISH CORPORATION" UNDER THE NAME OF "ENFISH CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF NOVEMBER, A.D. 2001, AT 5 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



3401158 8100M

010580410

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1452240

DATE: 11-16-01

Document ①



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NUMBER	FILING OR 371 (c) DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
09/128,922	08/04/1998	SCOTT WLASCHIN	151931-0035

LOUISE WANNIER  
1446 ROSE VILLA STREET  
PASADENA, CA 91106

CONFIRMATION NO. 3617



Date Mailed: 11/17/2005

## NOTICE OF ACCEPTANCE OF POWER OF ATTORNEY

This is in response to the Power of Attorney filed 07/29/2005.

The Power of Attorney in this application is accepted. Correspondence in this application will be mailed to the above address as provided by 37 CFR 1.33.

ANITA C GREENE  
OIPE (703) 308-9010

ATTORNEY/APPLICANT COPY

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: LJM Software, Inc. / Louise J. Wannier

Application No./Patent No.: 6,163,775 Filed/Issue Date: Filed 3/15/98 Issued 12/19/2000

Entitled:

LJM Software, Inc. a CORPORATION  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Dex Information Systems Enfish, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 010795, Frame 0227, or for which a copy thereof is attached. recorded 05/05/2000
2. From: Enfish, Inc. To: ENFISH CORPORATION  
The document was recorded in the United States Patent and Trademark Office at Nov. 2001 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached. Document C.
3. From: Enfish CORPORATION To: LJM Software, Inc. Document A.  
The document was recorded in the United States Patent and Trademark Office at June 4, 2004 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached. Document B.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached. Document A is a copy of the filing.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Louise J. Wannier December 5, 2005  
Signature Date  
LOUISE J. WANNIER 626 675 8541  
Printed or Typed Name Telephone Number  
Incorporator, President LJM Software, Inc.  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Document F

NOTES

Additional Specs: 7.25  
8.5 in. x 4.5 in.  
Additional specifications for  
addition to storage  
method "

addition to storage  
addition to storage.  
method "

Shared Tracker — } 2  
~~Shared Tracker~~ — } 0  
 Free Space Mgmt.

#1075 Share  
#1075 Share

extensible logical  
Only one language  
claim.

Pending hasn't been examined

Virginia office -

K. Iyer  
 OS law, com  
 conflict search  
 Summary  
 of what needs  
 to be done  
 Raj  
 @ KOS law,  
 com  
 TJSingh

→ T. Singh  
@ Koslaw.  
com

00612006

Doc. (B)

# State of California



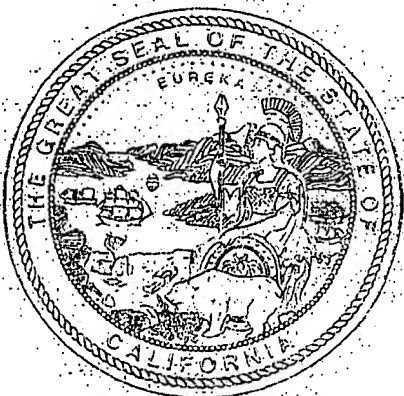
## SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 18 2004



*Kevin Shelley*  
Secretary of State

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

MAY 12 2004

**KEVIN SHELLEY**  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
LJM ENFISH, INC.

The undersigned certifies that:

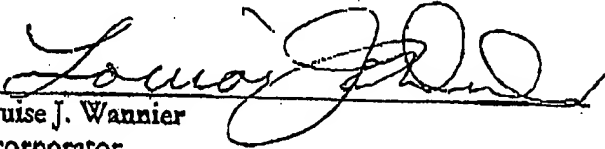
1. She is the incorporator of LJM Enfish, Inc., a California Corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

"The name of this corporation is LJM SOFTWARE, INC."

3. No directors were named in the original Articles of Incorporation and none have been elected.
4. No shares have been issued.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

DATED: May 12, 2004


  
Louise J. Wannier  
Incorporator



VI

The corporation is authorized to indemnify any agent (as hereinafter defined) to the maximum and broadest extent permitted by California law, as the same exists when this Article VI becomes effective and to such greater extent as California law may thereafter permit, if and to the extent such agent becomes entitled to indemnification by bylaw, agreement, vote of shareholders or disinterested directors or otherwise. This authorization includes, without limitation, the authority to indemnify any agent in excess of that otherwise expressly permitted by Section 317 of the California Corporations Code as to action in an official capacity while holding such office for breach of duty to the corporation and its shareholders; provided, however, that the corporation is not authorized to indemnify any agent for any acts or omissions from which a director may not be relieved of liability as set forth in the exceptions to paragraph (10) of Section 204(a) of the California Corporations Code or as to circumstances in which indemnity is expressly prohibited by Section 317 of the California Corporations Code. When used in this Article VI, "agent" shall have the meaning assigned to this term in Section 317 of the California Corporations Code. Each reference in this Article VI to a provision of the California Corporations Code shall mean that provision when this Article VI becomes effective and as the same may be amended thereafter from time to time, but only to the extent that such amendment would alter the scope or magnitude of permissible indemnification.

Dated: April 9, 2004

  
Louise J. Wannier, Incorporator





RECORDED - FILED  
in the office of the Secretary of State  
of the State of California

APR - 9 2004

KEVIN SHELLEY  
Secretary of State

ARTICLES OF INCORPORATION  
OF

LJM ENFISH, INC.

I

The name of this corporation is LJM ENFISH, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name of the corporation's initial agent for service of process within the State of California in accordance with the provisions of subdivision (b) of Section 1502 of the Corporations Code of the State of California is Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service.

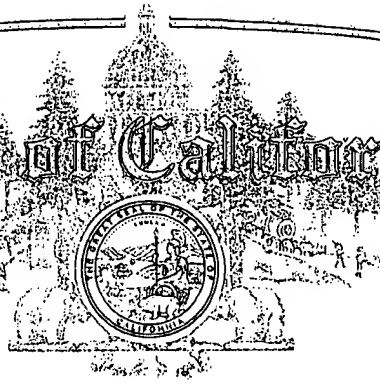
IV

This corporation is authorized to issue one class of shares designated "Common Stock." The total number of shares of Common Stock which this corporation is authorized to issue is Five Million (5,000,000).

V

The personal liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law, as the same exists when this Article V becomes effective and to such greater extent as California law may thereafter permit.

## State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 24 2004



*Kevin Shelley*  
Secretary of State

**BILL OF SALE**

In consideration for the credit bid of \$800,000, the undersigned hereby sells, assigns and transfers to the following person ("Buyer"):

**LJM SOFTWARE, INC.**

all of the following assets (the "Assets") of Enfish Corporation (the "Debtor"), in accordance with Section 9613 of the Uniform Commercial Code:

all assets of the Debtor, including, without limitation, all accounts receivable and general intangibles (including, without limitation, trade names, trademarks, patents, copyrights, deposits, deposit accounts, software code, website and related internet technologies, customer lists, transferable licenses, marketing materials, databases and payment intangibles), computer and other equipment, inventory and all other assets.

The undersigned certifies that the Buyer was the successful bidder at the Public Foreclosure Sale of the Assets held on June 4, 2004.

**THE SALE OF THE ASSETS IS "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, QUALITY, MERCHANTABILITY, NON-INTERFERENCE, NON-INFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO ANY OF THE ASSETS.**

**THIS SALE IS FURTHER SUBJECT TO** the attached Bid Procedures and Terms of Sale.

**LJM SOFTWARE, INC.**

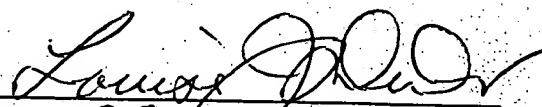
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF  
NOTIFICATION OF DISPOSITION OF COLLATERAL**  
(Uniform Commercial Code Section 9613)

The undersigned hereby acknowledges receipt of the attached Notification of Disposition of Collateral on the date of the same, May 18, 2004, and the undersigned acknowledges and agrees that the same was given in accordance with Uniform Commercial Code Section 9613 and the security agreement and other documents pursuant to which the disposition is being conducted.

**Enfish Corporation**

By



Title

CEO

**ACKNOWLEDGMENT OF RECEIPT OF  
NOTIFICATION OF DISPOSITION OF COLLATERAL**  
(Uniform Commercial Code Section 9613)

The undersigned hereby acknowledges receipt of the attached Notification of Disposition of Collateral on the date of the same, May 18, 2004, and the undersigned acknowledges and agrees that the same was given in accordance with Uniform Commercial Code Section 9613 and the security agreement and other documents pursuant to which said disposition is being conducted.

**Enfish Corporation**

By \_\_\_\_\_  
Title \_\_\_\_\_

**Khorsandi  
Patent  
Law  
Group**

140 South Lake Ave, Suite 312  
Pasadena, CA 91101-4710

*A Law Corporation*

Telephone: (626) 796-2856  
Facsimile: (626) 796-2864  
<http://www.khorsandipatentlaw.com>

**Marilyn R. Khorsandi**  
[marilyn@khorsandipatentlaw.com](mailto:marilyn@khorsandipatentlaw.com)

April 19, 2005

***Delivered via email to: lwannier@earthlink.net***

Louise Wannier  
Chairman  
LJM Software, Inc.  
1446 Rose Villa St.  
Pasadena, CA 91106

***Re: Representation Agreement for Representation of LJM Software, Inc.***

Dear Louise:

Thank you for the opportunity to discuss legal representation of you in connection with patent protection regarding a portfolio of issued patents and, possibly, with regard to certain applications.

It is my understanding that the subject matter of the patents and patent applications in your portfolio is in the area of computer storage architecture and information storage and retrieval. Based on that general understanding, my representation of you concerning your intellectual property in that technology area would not present a conflict with any of my existing clients and I would be pleased to represent you.

Notwithstanding the general educational information contained in this letter, including the information provided in Section 2 of this letter, nothing in this letter constitutes legal advice. Further, I have not, because I do not have the information necessary to do so at this time and because you have not yet authorized representation, provided you with a legal opinion or otherwise provided you with legal advice.

Actual representation of you is subject to your authorization of representation by signing the Authorization Form attached to this letter and returning it with the advance deposit and evergreen retainer requested in this letter.

This Representation Agreement letter, if you authorize it by signing the attached Authorization Form, will confirm retention of Khorsandi Patent Law Group, A Law Corporation ("the firm", "I", "we") to represent LJM Software, Inc. ("you", "your", "yours"), in connection with the creation and protection of intellectual property rights, including patents, and to the extent appropriate, trademarks, copyrights, patents, trade secrets, unfair competition, contracts, licensing and the like, for the matters that we have already discussed and for other matters that may arise from time to time. I look forward to our continuing beneficial relationship. The following sets forth our standard terms for engagement with our clients:

1. Legal fees

By signing the Authorization Form authorizing this Representation Agreement letter, you agree to pay the firm based upon the reasonable value of the legal services we render, in accordance with the standards established by the American Bar Association ("ABA"). Routine legal services will normally be billed on the basis of our standard hourly rates, that is, the time spent to render the services will be multiplied by the hourly rate for the person rendering the services to determine the charge for those services. Minimum fees are billed for certain projects, for which you will be advised in advance of our undertaking these projects. The firm also has standard charges it bills for certain services provided by its legal assistants and will advise you of those standard charges upon request.

I will be the attorney principally responsible for representing you at an initial hourly billing rate of \$300. I may call upon other attorneys, patent agents, paralegals, technical specialists, and/or law clerks with the firm to assist in providing service to you when they may be able to provide more cost effective service. That is, to the extent that delegation of assignments for your matters to others is necessary or appropriate, the delegation to others in the firm will be made with a view to assigning work to the person or persons most capable of performing the work assigned in the most cost-effective manner.

A schedule of hourly rate ranges currently in effect for such other attorneys and legal support staff is attached as Exhibit "B" for your convenient reference. Please note that our standard hourly rates are reviewed periodically and adjusted to reflect increases in seniority, experience, inflation and other similar factors. It is not our practice to notify our clients of changes in our hourly rates, except to the extent they are reflected in our detailed monthly billings.

2. Advance Evergreen Retainer Payment Generally; Statutory Time Limits and General Patent Information; Advance and Evergreen Retainer for Initial Work

a. Advance Deposits and Evergreen Retainers in General

It is the policy of the firm to require an advance deposit and maintenance of an evergreen retainer for projects before we commence work on those projects. Also, advances will normally be required for a project where out-of-pocket disbursements, such as, for example, filing fees and the like, are to be paid on your behalf by the firm. We will advise and consult with you whenever an advance is required by the firm. Upon receipt, the

advance payment will be placed in the firm's legal services trust fund account. No interest is paid to the firm nor will any interest accrue to the firm on this fund.

b. Statutory Time Limits and General Patent Law Information

The general information provided in Exhibit C to this Agreement concerning patent applications and patent law is incorporated for all purposes by reference here. The information in Exhibit C is provided as definitional background for the terms of initial representation outlined below.

c. Advance Deposit and Evergreen Retainer for Initial Work

According to the information you forwarded me, a number of issued patents in the LJM Software, Inc. portfolio have prematurely expired because the relevant maintenance fee has not been timely paid. Further, several patent applications in the LJM Software, Inc. portfolio have gone abandoned. In addition, the LJM Software, Inc. patent portfolio includes two patents in good standing. Based on information The relevant cases are listed below.

Prematurely Expired Patents:

5,790,848	granted 08/04/98	*Expired date	09/03/2002
5,850,522	granted 12/15/98	*Expired date	01/15/2003
6,163,775	granted 12/19/00	*Expired date	01/19/2005
6,151,604	granted 11/21/00	*Expired date	12/22/2004
5,893,087	granted 04/06/99	*Expired date	05/07/2003

\*(per the [www.uspto.gov](http://www.uspto.gov) website)

WIP applications:

**09/330,237	abandoned date	01/30/2003
**09/329,887	abandoned date	08/26/2002
**09/545,140	abandoned date	01/30/2003

\*\*(per email from Louise Wannier, dated April 15, 2005; no information publicly available on the [www.uspto.gov](http://www.uspto.gov) website for these applications)

Patents in good standing:

6,182,121  
5,729,730

When we talked via telephone on Monday, April 18, 2005, you indicated that, initially, you will want this firm to file the paperwork (a Petition to Accept Delayed Payment of Maintenance Fee) necessary for reinstatement of the prematurely expired for U.S. Patent No. 5,893,087 (the '087 Patent).

Under U.S. Patent Law (37 CFR 10.18), I am obligated to inquire into the underlying facts and circumstances, on a case-by-case basis, before I can commit to file a Petition to



Accept Delayed Payment of Maintenance Fee for a particular patent, under either an "unavoidable" or an "unintentional" standard. When we meet, we will further discuss the rules for filing such petitions and the specific circumstances of the prematurely expired '087 Patent.

When we meet, we will discuss the deadlines for filing a Petition to Accept Delayed Payment of Maintenance Fee under the "unintentional" and "unavoidable" standards for the various patents in your portfolio. When we talked, you indicated that you thought the two year deadline for filing a Petition to Accept Delayed Payment of Maintenance Fee under the "unintentional" standard in the case of the '087 Patent would be May 6, 2005. Notably, however, the time for filing a Petition to Accept Delayed Payment of Maintenance Fee under the "unintentional" standard, is twenty-four months after the six-month grace period for filing the required maintenance fee. In the case of a first maintenance fee, which is due 3 years and 6 months after the grant date of a patent, the two-year deadline for filing a Petition to Accept Delayed Payment of Maintenance Fee under the "unintentional" standard would be six (6) years (3.5 years + 6 months + 24 months) **after the date of grant.**

When we talked, you also indicated that you will want this firm to pursue reinstatement of some, or possibly all, of the remaining of your prematurely expired patents and abandoned patent applications. When we meet, we will discuss a plan for proceeding.

The advance payment and evergreen retainer specified below reflect, but are not an exact estimate of, the work, and fees (including a small entity 3.5 year maintenance fee and a surcharge for filing a Petition to Accept Delayed Payment of Maintenance Fee under either an "unavoidable" or an "unintentional" standard) to be disbursed to the U.S. Patent Office, contemplated by this firm to initially review the file of the prematurely expired '087 Patent, and if appropriate, prepare and file a Petition to Accept Delayed Payment of Maintenance Fee under the appropriate standard; the advance payment and evergreen retainer specified below **do not** reflect any work that you may ask this firm to do in the future, regarding petitioning to revive any of the abandoned applications or petitioning to reinstate the remaining prematurely expired patents.

In the future, should you ask us to prepare and file a patent application, or assume prosecution of a revived application, we will proceed with the understanding that you have not requested, and, unless you indicate otherwise before we begin work, do not want, this firm to conduct a prior art search or hire a professional search firm to do so. Even so, by authorizing representation, you are agreeing that, with respect to patent prosecution of any patent application, **to the extent to which you are aware of pertinent prior art, you will disclose such prior art to us** and are authorizing this firm to evaluate the prior art references that you may disclose in preparing the design patent application. In the event that you should disclose relevant prior art references to us, this firm is to prepare and file an Information Disclosure Statement disclosing those references to the Patent Office. After filing a new patent application or successfully reviving an abandoned application, this firm would provide ongoing patent prosecution representation.

With respect to patent prosecution, you understand that once a non-provisional patent application is filed, and once this firm replies to any outstanding Office Action in the above-mentioned abandoned cases, the respective application and/or response will be examined by the Patent Office. During the course of examination, depending on the conclusion of the Patent Office examiner, one or more Office Actions may be issued by the Patent Office. This firm is to analyze any Office Action received, consult with you to the extent appropriate, and respond to the Office Action in accordance with your instructions.

**In view of the anticipated initial work and fees to be disbursed, we request at this time an initial advance of \$5,000 (U.S.). Of the initial \$5,000 advance, \$1,500 (U.S.) will be, and will need to be maintained as, an evergreen retainer. We will place the advance in our client trust account.**

In the event that you authorize us to proceed with additional work in the future, depending on the amount of work, we may need to request an additional advance and/or adjust the amount of the retainer to reflect the increased work level. Other than a possible additional advance and/or an adjustment of the retainer, such additional representation would be provided under the terms of this agreement. Of course, any balance of an advance payment amount or retainer remaining after our final closing statement will be refunded to you promptly. Further, if the amount of work that we do for you is reduced over time, we can discuss adjusting the retainer amount accordingly.

**The advance deposit amount requested is not an estimate of the entire effort to the above-mentioned work. You understand that the fees and expenses incurred could exceed the amount of the advance payment. Further, you understand that, over time, there will be costs for services involved in the prosecution of revived applications, such as, but not necessarily limited to, responding to further Office Actions (as mentioned above), payment of issue and maintenance fees, and the like.**

By signing this Agreement, you agree to allow the firm, upon preparing a monthly statement for fees and services, to relieve the trust fund account of any advance payment funds you have deposited to pay for current fees and costs owed by you. You will pay us for the full amount of the statement, or the amount otherwise indicated, necessary to replenish from that payment the evergreen retainer in the trust account.

### 3. Expenses

By signing this Agreement, you agree to pay all costs, expenses and disbursements incurred by us with respect to your legal representation. Such expenses include, without limitation, copying costs, phone charges, travel expenses, computerized litigation support and legal research charges, messenger fees, investigation charges, U.S. Patent and Trademark Office fees and similar expenses. Disbursements for foreign payment of patent and trademark filings, prosecutions and the like may have an administrative fee of about 1.5%. All other charges are billed at our actual cost. A schedule of current standard charges for support services provided by the firm is attached as Exhibit "A" for your convenient reference.

Please note that, to the extent necessary, the firm is pleased to advance routine minor costs incurred for your account and then seek prompt reimbursement of such expenses from you in our monthly billings. Such routine minor costs would include support services provided by the firm, messenger services and other similar matters.

However, it is our policy not to advance costs for clients' accounts whenever the circumstances make it reasonably practicable for the costs to be anticipated and paid by the client in advance or for the costs to be billed directly to the client. Such costs include, for example, those associated with the filing of patent and/or trademark applications, costs associated with the payment of foreign annuities and U.S. patent maintenance fees, fees for drafting formal figures for patent applications, and the like. By signing this Agreement, you agree to allow the firm to relieve the trust fund account of any advance payment funds you have deposited to pay for such disbursements to be made on your behalf.

4. Additional work

It is understood by you that, to protect your legal rights, it may be necessary to perform legal services and/or incur out-of-pocket expenses beyond the initial work described above. To the extent feasible, we will obtain your authorization before performing such additional work or incurring such additional out-of-pocket expenses. You agree to pay for all such additional fees and expenses, whether authorized by you or not. Also, to the extent feasible, we will provide you with an estimate of the dollar amount for fees and expenses for any such additional work and you agree to provide us with an advance payment in that new estimated amount.

5. Billings

The firm's billings for services rendered in a given month will normally be submitted during the following month. We expect to receive payment of all amounts due pursuant to this Agreement promptly upon your receipt of our statement. Our monthly statements for fees and disbursements are itemized concerning the work performed and the expenses incurred for your account.

Please review our statements when you receive them and advise us of any questions, discrepancies or concerns you may have concerning the statements. The firm provides itemized statements in order to avoid mistakes or misunderstandings concerning problems that are not brought to our attention in a timely manner.

6. Withdrawal

a. for nonpayment

The firm cannot continue to provide legal services for clients that fail to make prompt payment of our statements. Accordingly, we reserve the right to withdraw as your counsel in this or any other matter, if you fail to pay our statements and other bills in a timely manner and, by signing this Agreement, you hereby acknowledge and agree to our right to withdraw under those circumstances.

b. sole discretion

It is possible that circumstances could arise that would cause the firm to decide to withdraw as your counsel, in this and/or other matters. Examples of such circumstances could include, but are not limited to, for example: considerations of a personal nature with respect to myself, such as health considerations, retirement, death, or reduction in work load; or circumstances such as, for example, dissolution of the firm, or a conflict of interest arising with respect to work for another client. By signing this Agreement, you hereby acknowledge and agree to our right to withdraw as your counsel in this or any other matter, including our right to withdraw as your representative before the United States Patent and Trademark Office regarding matters that may be pending there, according to our sole discretion.

7. Change of address

You agree to inform the firm in writing of any change of your address or telephone number. This is very important because matters which require your attention may arise after extended periods of non-activity. For example, payment of maintenance fees is now required 3½, 7½ and 11½ years after the issuance of a patent. If you move after the issuance of a patent without providing the firm with a new address, we would have no way to contact you for authorization to pay the maintenance fee. Similarly, affidavits and renewals are required from time to time in trademark registrations. You understand that, if you relocate and do not provide the firm with your new address in writing and the firm cannot otherwise obtain your advance authorization, the firm shall have no obligation to advance any fee or any other out-of-pocket cost or to perform any legal service on your behalf.

8. Files

After our services for you on any particular matter conclude, the firm will, upon your request, deliver all of your files for the matter in our possession to you. If you do not request the files, we will retain them for a period of 2 years after our services on the matter for you conclude. If you do not request delivery of your files before the end of the 2-year period, we will have no further obligation to retain your files and may, at our discretion, destroy them without further notice to you. At any point during the 2-year period, you may request delivery of the files.

9. General matters

This letter confirms that the firm has not made any guarantee or given any other assurance regarding the outcome of our representation in this matter.

You agree that, up to this point, we have not given you legal advice and that, notwithstanding the general educational information contained in this letter, including the information provided in Section 2 of this letter, nothing in this letter constitutes legal advice.

We will keep you fully advised as to the status and progress of this matter, including our understanding as to your rights and potential liabilities, and our recommendations as to the appropriate course of action, in view of the facts, circumstances and issues involved.

We will provide you with copies of all substantive correspondence and other documents generated in the case.

You may discharge us as your attorneys at any time.

The firm maintains errors and omissions insurance applicable to the services to be rendered.

Any controversy, dispute, or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim for professional negligence, shall be finally determined, at the request of either party, by arbitration conducted in Los Angeles County, California, in accordance with the then existing rules for commercial arbitration of the American Arbitration Association, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal court having jurisdiction. The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable. This provision is not intended to abrogate a client's right to require a non-binding fee arbitration pursuant to Business & Professions Code §§6200-6206.

If you have any questions regarding your agreement to arbitrate contained in the foregoing paragraph, or any other questions regarding this Agreement, you are entitled to, and are encouraged to, consult an independent attorney for advice prior to entering into this representation agreement. By signing the attached Authorization Form, you acknowledge that you have been given adequate opportunity to consult with independent and competent counsel with respect to the advisability of entering into the terms of this Agreement, and with respect to the advisability of executing this Agreement.

Whether or not you have consulted with independent counsel regarding this agreement, you acknowledge that you understand the provisions of this agreement and enter into it freely and voluntarily.

The relationship between client and attorney is one of mutual trust and confidence. If you have any questions at all about the provisions of this letter, I invite and welcome your inquiries. I encourage you to inquire about any matter relating to our fee arrangements or monthly statements that is in any way unclear or appears unsatisfactory.

If you have any questions concerning any of the matters referred to in this letter or any aspect of our engagement, please call me.

This document constitutes the written fee agreement between you, as client, and us, as attorneys, required by California Business and Professions Code Section 6148.

LJM Software, Inc.  
Representation Agreement Letter  
April 19, 2005  
Page 9

Khorsandi Patent Law Group,  
A Law Corporation

If this letter correctly and fully sets forth your understanding of the scope of the services to be rendered to you by the firm, and if the terms of our engagement as set forth herein are satisfactory to you, please acknowledge your understanding and agreement by signing the enclosed Authorization Form and returning it, together with the advance and evergreen retainer in the amount of \$5,000 and a confirmation of your billing address.

**Please note that representation of you by the firm will not commence unless and until I receive both the signed and completed Authorization Form and your check in the amount of \$5,000.**

Thank you for the opportunity to work with you. I look forward to working with you on this and other matters.

Very truly yours,

*/s/ Marilyn R. Khorsandi (signed via email)*

Marilyn R. Khorsandi

MRK/mrk

Enclosures: Exhibit A - Support Staff Rates  
Exhibit B - Hourly Rates  
Exhibit C - Statutory Time Limits and General Patent Law Information  
Authorization Form

## MEMORANDUM

TO: Louise J. Wannier, Chairman of the Board  
LJM Software

FROM: Kevin R. Spivak, Esq.

DATE: April 11, 2005

RE: Representation and Revival of Files – LJM Software

This memorandum supplements our March 15, 2005 meeting and confirms our mutual understanding that we previously disengaged as patent counsel for Enfish Technology, Inc. Additionally, Enfish Technology, Inc. has an outstanding, uncollected balance of approximately \$50,000.00 in fees and services.

Morrison & Foerster LLP will be unable to represent LJM Software and/or Louise J. Wannier in the outstanding matters discussed during our meeting. Please advise at your earliest convenience who will be representing LJM Software as to any actions that LJM Software may need to take to protect its rights and defend its interests. When returning the signed copy of this memo, please advise whether all Enfish Technology Inc. files should be returned to LJM Software, or if you prefer that they be sent to another counsel. If so, please send us a contact name and address, so that the files can be forwarded as soon as possible.

Please confirm, by signing in the place provided below and returning to us one copy of this memorandum, that you concur in the arrangements set forth above.

LJM SOFTWARE

Date:

May 1, '05

  
\_\_\_\_\_  
Louise J. Wannier  
Chairman of the Board

## Multi-Year Calendar 2001-2005

2001	JAN	FEB	MAR	APR	MAY	JUN
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3 4 5 6	1 2 3	1 2 3	1 2 3 4 5 6 7	1 2 3 4 5	1 2
	7 8 9 10 11 12 13	4 5 6 7 8 9 10	4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12	3 4 5 6 7 8 9
	14 15 16 17 18 19 20	11 12 13 14 15 16 17	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16
	21 22 23 24 25 26 27	18 19 20 21 22 23 24	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26	17 18 19 20 21 22 23
	28 29 30 31	25 26 27 28	25 26 27 28 29 30 31	29 30	27 28 29 30 31	24 25 26 27 28 29 30
	JUL	AUG	SEP	OCT	NOV	DEC
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
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	8 9 10 11 12 13 14	5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8
	15 16 17 18 19 20 21	12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15
	22 23 24 25 26 27 28	19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22
	29 30 31	26 27 28 29 30 31	23 24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29 30 31

2002	JAN	FEB	MAR	APR	MAY	JUN
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	13 14 15 16 17 18 19	10 11 12 13 14 15 16	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
	20 21 22 23 24 25 26	17 18 19 20 21 22 23	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
	27 28 29 30 31	24 25 26 27 28	24 25 26 27 28 29 30 31	28 29 30	26 27 28 29 30 31	23 24 25 26 27 28 29 30
	JUL	AUG	SEP	OCT	NOV	DEC
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7	1 2 3 4 5	1 2	1 2 3 4 5 6 7
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	14 15 16 17 18 19 20	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
	21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
	28 29 30 31	25 26 27 28 29 30 31	29 30	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31

2003	JAN	FEB	MAR	APR	MAY	JUN
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3 4	1	1	1 2 3 4 5	1 2 3	1 2 3 4 5 6 7
	5 6 7 8 9 10 11	2 3 4 5 6 7 8	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14
	12 13 14 15 16 17 18	9 10 11 12 13 14 15	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21
	19 20 21 22 23 24 25	16 17 18 19 20 21 22	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28
	26 27 28 29 30 31	23 24 25 26 27 28	23 24 25 26 27 28 29 30 31	27 28 29 30	25 26 27 28 29 30 31	29 30
	JUL	AUG	SEP	OCT	NOV	DEC
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3 4 5	1 2	1 2 3 4 5 6	1 2 3 4	1	1 2 3 4 5 6
	6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13
	13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20
	20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27
	27 28 29 30 31	24 25 26 27 28 29 30 31	28 29 30	26 27 28 29 30 31	23 24 25 26 27 28 29 30	28 29 30 31

2004	JAN	FEB	MAR	APR	MAY	JUN
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6	1 2 3	1	1 2 3 4 5
	4 5 6 7 8 9 10	8 9 10 11 12 13 14	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
	11 12 13 14 15 16 17	15 16 17 18 19 20 21	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
	18 19 20 21 22 23 24	22 23 24 25 26 27 28	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
	25 26 27 28 29 30 31	29	28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29 30 31	27 28 29 30
	JUL	AUG	SEP	OCT	NOV	DEC
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3	1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6	1 2 3 4
	4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11



11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
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2 0 0 5	JAN						
	S	M	T	W	T	F	S
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	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	FEB						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	MAR						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	APR						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	MAY						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	JUN						
	S	M	T	W	T	F	S
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	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	JUL						
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	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	AUG						
	S	M	T	W	T	F	S
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	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	SEP						
	S	M	T	W	T	F	S
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	9	10	11	12	13	14	15
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	23	24	25	26	27	28	29
	30	31					
	OCT						
	S	M	T	W	T	F	S
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	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	NOV						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
	DEC						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					

## Multi-Year Calendar 1999-2005

1 9 9 9	JAN							FEB							MAR							APR							MAY							JUN													
	S M T W T F S							S M T W T F S							S M T W T F S							S M T W T F S							S M T W T F S							S M T W T F S													
	1 2							1 2 3 4 5 6							1 2 3 4 5 6							1 2 3							1							1 2 3 4 5													
	3 4 5 6 7 8 9							7 8 9 10 11 12 13							7 8 9 10 11 12 13							4 5 6 7 8 9 10							2 3 4 5 6 7 8							6 7 8 9 10 11 12													
	10 11 12 13 14 15 16							14 15 16 17 18 19 20							14 15 16 17 18 19 20							11 12 13 14 15 16 17							9 10 11 12 13 14 15							13 14 15 16 17 18 19													
	17 18 19 20 21 22 23							21 22 23 24 25 26 27							21 22 23 24 25 26 27							18 19 20 21 22 23 24							16 17 18 19 20 21 22							20 21 22 23 24 25 26													
	24 25 26 27 28 29 30							28							28 29 30 31							25 26 27 28 29 30							23 24 25 26 27 28 29							27 28 29 30													
	31																												30 31																				

2000	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>
	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1	1 2 3 4 5	1 2 3 4	1	1 2 3 4 5 6	1 2 3
	2 3 4 5 6 7 8	6 7 8 9 10 11 12	5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10
	9 10 11 12 13 14 15	13 14 15 16 17 18 19	12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17
	16 17 18 19 20 21 22	20 21 22 23 24 25 26	19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24
	23 24 25 26 27 28 29	27 28 29	26 27 28 29 30 31	23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30
	30 31			30		
<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	
1	1 2 3 4 5	1 2	1 2 3 4 5 6 7	1 2 3 4	1 2	
2 3 4 5 6 7 8	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	
9 10 11 12 13 14 15	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	
16 17 18 19 20 21 22	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	
23 24 25 26 27 28 29	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	
30 31					31	

2001	JAN							FEB							MAR							APR							MAY							JUN																																				
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																																					
	1	2	3	4	5	6				1	2	3				1	2	3				1	2	3	4	5	6	7				1	2																																							
	7	8	9	10	11	12	13	4	5	6	7	8	9	10		4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9																													
	14	15	16	17	18	19	20	11	12	13	14	15	16	17		11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16																													
	21	22	23	24	25	26	27	18	19	20	21	22	23	24		18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23																													
	28	29	30	31				25	26	27	28					25	26	27	28	29	30	31	29	30					27	28	29	30	31			24	25	26	27	28	29	30																														
	JUL							AUG							SEP							OCT							NOV							DEC																																				
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																														
	1	2	3	4	5	6	7				1	2	3	4						1				1	2	3	4	5	6				1	2	3				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
8	9	10	11	12	13	14	5	6	7	8	9	10	11		2	3	4	5	6	7	8		7	8	9	10	11	12	13	4	5	6	7	8	9	10				2	3	4	5	6	7	8				9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
15	16	17	18	19	20	21	12	13	14	15	16	17	18		9	10	11	12	13	14	15		14	15	16	17	18	19	20	11	12	13	14	15	16	17				9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
22	23	24	25	26	27	28	19	20	21	22	23	24	25		16	17	18	19	20	21	22		21	22	23	24	25	26	27	18	19	20	21	22	23	24				16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																	
29	30	31					26	27	28	29	30	31			23	24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30				23	24	25	26	27	28	29	30	31				30	31																				

2 0 0 2	JAN	FEB	MAR	APR	MAY	JUN
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3 4 5	1 2	1 2	1 2 3 4 5 6	1 2 3 4	1
	6 7 8 9 10 11 12	3 4 5 6 7 8 9	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8
	13 14 15 16 17 18 19	10 11 12 13 14 15 16	10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
	20 21 22 23 24 25 26	17 18 19 20 21 22 23	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
27 28 29 30 31	24 25 26 27 28	24 25 26 27 28 29 30 31	28 29 30	26 27 28 29 30 31	23 24 25 26 27 28 29 30	
	JUL	AUG	SEP	OCT	NOV	DEC
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7	1 2 3 4 5	1 2	1 2 3 4 5 6 7

